

(3)

Contact American Arbitration Association
 6795 N Palm Avenue
 2nd Floor
 Fresno, CA 93704

telephone: 877-528-0880 facsimile: 559-490-1919

Gary M. Galton, Esq.

Current Employer - Title Galton, Scott & Colett - Counsel; Accord Mediation LLC -
 Founder, Arbitrator, Mediator

Profession Attorney, Arbitrator, Mediator

Work History Arbitrator and Mediator, Accord Mediation LLC, 1999-present; Counsel,
 Galton, Scott & Colett, 1970-present; Assistant Business Agent, OPEIU Local 11, summers 1968 and
 1969; Assistant Conciliator, Oregon Bureau of Labor, 1967; Line Supervisor, Oregon Packing
 Company, summers 1964-66.

General Experience For in excess of 30 years, has been engaged in the private practice of
 law. Has represented a varied range of clients from large multinational corporations to small
 businesses, labor and employer groups, injured parties and insurers, individuals, associations, boards,
 and fiduciaries. Issues included business and corporate law, franchise law, labor and employment,
 real property, trusts and estates, probate, health care, damage to persons and property, and insurance
 claims. Has also been involved in the negotiation, drafting and implementation of employment and
 separation agreements. Has experience in interpreting and applying the terms in employment
 manuals to specific fact situations. Also familiar with employment issues such as discipline,
 grievances, layoffs, transfers, restructuring, business closures, and reorganizations. Has represented
 private employers and administered claims under employee benefit plans and policies of insurance.
 Has pursued or defended claims for wrongful termination and constructive damage. Had experience
 dealing with HMO coverage and insurance coverage issues with representation of Taft-Hartley
 Health & Welfare Funds, the school district health trusts, and various individual and organizational
 claims. Involvement with endorsement contracts, sports, entertainment, casinos, colleges,
 universities, churches, partnership agreements, Indian tribes, securities, real estate, valuation
 dissolution and distribution issues.

Experience as a Mediator Served as mediator in over 500 cases. While volunteer
 coordinator of a court-annexed mediation program, mediated consumer issues, contract, business,
 real estate, injury and employment cases. As a compensated neutral, participated in disputes
 involving construction cases between owners, contractors, subcontractors, and professionals, real
 estate issues with buyers, sellers, brokers, agents, appraisers and professionals, insurance claims with
 claimants, insurance companies, self-insureds and medical vendors, breach of contract, business
 torts, partnerships, employment involving employees, employers, labor associations and employee
 benefit funds, health care, disputes involving estates and family members, issues between
 governmental agencies, cases arising from enforcement of employment agreements, including
 termination, non-compete clauses, confidentiality covenants, discrimination and wage and hour

Gary M. Galton, Esq
 152860

matters. Mediated cases with Homeowners Associations, insurance coverage and liability issues, property and casualty claims and accidents involving fire, flooding, vehicles, weapons, and law enforcement. Mediated catastrophic injury and wrongful death cases.

Representative Issues Handled as a Mediator Mediated since 1988 first as part of private law practice and then from 1998 as full-time Neutral. Substantive areas include commercial, contract, partnership, real estate, healthcare, regulatory, employment, insurance coverage, securities, sports, business and marital dissolution, negligence and tort, products liability, sexual harassment, personal injury, uninsured motorist. Issues included alleged breaches, lack of consideration, intentional and negligent conduct, failures to disclose material defects, fraud and misrepresentation, duress, undue influence, damages, specific performance, restitution, reinstatement of employment failure to perform and design errors.

Multi Party Mediation Experience In real estate, cases with sellers, buyers, agents, brokers, appraisers, financial institutions and vendors. In Employment cases, parties could include employer, employee, representative association, trust benefit fund, trustees, administrator and professional service providers. Governmental agency cases include representatives from each unit, advisers and consultants. Personal injury and insurance claims present the following parties: claimant, defendant, insurer, self-insurer, excess carrier, adjusters and legal counsel. Probate cases will have beneficiaries, family members, vendors, taxing authorities and professional advisers.

Years of Practice as a Mediator 19

Total Number of Cases Mediated 500

Mediation Experience as an Advocate or Party For 27 years, appeared as an advocate in mediations involving issues of real property, employment, personal injury, products liability, wrongful death, commercial, contract, partnership, health care, regulatory, business dissolution, insurance coverage, discrimination, sexual harassment, probate and trusts and malpractice.

Mediation Philosophy Mediation is a facilitative process designed to promote communication between parties. It follows no specific format. The parties are encouraged to say what they think even if not admissible in court. The mediator must earn the trust, respect and confidence of the participants. The mediator should be prepared and conversant with all issues in the dispute. He or she must be sensitive to the feelings and needs of the parties. A successful mediator has to be a good listener. If the parties are willing to proceed in good faith, the chances of arriving at a compromise are enhanced.

Mediation References Christopher Kent, ckent@kentlaw.com, (503) 220-0717; James Turner, jturner@palmdesertlaw.com, (760) 674-0998; Jeff Yoss, jyoss1@verizon.net, (760) 322-6690.

American Arbitration 11/16/2007 6:18 PM PAGE 8/022 Fax Server

Alternative Dispute Resolution Training AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2006; AAA Employment Arbitrator II Training: Advanced Case Management Issues, 2005; AAA Labor Arbitrator II Training: Advanced Case Management Issues, 2004; AAA Labor Arbitrator I, 2004; AAA Arbitrator I Training-Fundamentals of the Arbitration Process, 2003; Oregon Law Institute, Arbitration: Learning from the Masters, 2002; Pepperdine University School of Law, Advanced Mediation Practice, 2000

Professional Licenses Admitted to the Bar: Oregon, 1970; Washington, 2006; U.S. District Court, District of Oregon; U.S. Court of Appeals, Ninth Circuit.

Professional Associations International Foundation of Employee Benefit Plans; Southern California Mediation Association; Phi Delta Phi Legal Fraternity; Multnomah Bar Association; Desert Bar Association.

Education University of Oregon (BS, History-1966; JD-1970).

Publications and Speaking Engagements Speaker: Desert Bar Mediation Training Forum, 2006; "ADR 2000," University of Oregon School of Law; "How to Prepare Your Client for Mediation," Dayton Bar Association. University of Dayton School of Law. 2003.

Hourly Mediation Rate \$300.00 Per Hour
Eight hour minimum. Cancelled or postponed within 10 business days of hearing, cancellation fee of \$800 for each date set. Study and preparation time billed at hourly rate. Will travel upon reimbursement of actual expenses. No additional charge for travel time.

Citizenship United States of America

Locale Portland, OR

Gary M. Galton, Esq
152860

(4)

Contact American Arbitration Association
6795 N Palm Avenue
2nd Floor
Fresno, CA 93704

telephone: 877-528-0880 facsimile: 559-490-1919

James R. Holbrook, Esq.

Current Employer -Title University of Utah S.J. Quinney College of Law - Clinical
Professor of Law

Profession Professor of Law; Arbitrator, Mediator

Work History Clinical Professor of Law, University of Utah S.J. Quinney College of Law, 2002-present; Senior Litigator, Callister Nebeker & McCullough, 1983-02; General Counsel, Intermountain Power Agency, 1982-83; Partner, Giauque & Williams, 1980-82; Assistant U.S. Attorney, District of Utah, 1978-80; Associate, Jones, Waldo, Holbrook & McDonough, 1976-78; Associate, Watkiss & Campbell, 1975-76; Law Clerk, Chief Judge, U.S. District Court, District of Utah, 1973-75.

General Experience Since 1986, has mediated and arbitrated over 600 matters involving banking, businesses, case consolidation and joinder, casinos, civil rights, collective bargaining agreements, computers, consulting, consumers, construction, contracts, corporations, employment, entertainment, environmental, Employee Retirement Income Security Act, energy trading, Fair Credit Reporting Act, Fair Labor Standards Act, fire and water damage losses, health care, insurance, intellectual property, international businesses, mass tort class actions, municipal ordinances, multi-level marketing, oil and gas, partnerships, personal injuries and wrongful death, professional malpractice and fees (accountants, appraisers, attorneys, and physicians), real estate, securities, shareholders, sporting goods and equipment, taxes, telecommunications, trusts and estates, and U.S. Olympic Committee and related sports organizations. Over 200 of those arbitrations and mediations have involved health care, insurance, and other consumer disputes. Served as group facilitator and hospital privileges fair hearing officer. Member of ADR committees for the Utah Judicial Council and the U.S. District Court for Utah. Arbitrates and mediates for American Arbitration Association, U.S. District Court for Utah, Utah state courts, and other panels. AAA Faculty, Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2004.

Experience as a Mediator Experience as a mediator has included the following: several copyright infringement disputes in the computer and publishing industries; about 20 payment disputes in the construction industry; about 100 insurance fraud disputes; several healthcare disputes; one land development dispute between two cities; two municipal zoning cases; about 10 real estate disputes; and about 30 employment disputes (including breach of contract, disabilities, sex and age discrimination, harassment, hostile workplace, wage and hour violations, and wrongful termination). Has also mediated two franchise disputes in the fast-food industry; about five disputes between financial institutions and borrowers; about 40 personal injury disputes; about 10 professional malpractice disputes (involving accountants, appraisers, attorneys, geologists and physicians); about

James R. Holbrook, Esq.
126447

10 consumer disputes; and about 20 disputes involving businesses or partnerships, shareholders, and securities. Has mediated several disputes each involving: accounting, computer software, energy trading, environmental damage, intellectual property, medical devices, multilevel marketing, newspapers, oil and gas industry, taxation, and wills and trusts.

Representative Issues Handled as a Mediator Construction dispute issues have involved change orders, customary charges, delays, documentation, double billing, owner interference, and unforeseen conditions. Employment dispute issues have included breach of contract, disabilities, ERISA, sex and age discrimination, harassment, hostile workplace, wage and hour violations, and wrongful termination. Healthcare disputes have primarily involved insurance coverage issues. Professional malpractice disputes have involved accountants, appraisers, attorneys, geologists, and physicians. Real estate disputes have included issues involving: CCRs; homeowner association charges; neighbor encroachments; geological conditions; and rights of way. The business and partnership disputes have included issues involving: wrongful termination; breach of contract; bonuses and options; compensation; distribution of assets; intellectual property, non-competition and non-solicitation restrictions; rights of refusal; securities; and valuation. The consumer disputes have involved leases, and proprietary school education and tuition.

Multi Party Mediation Experience Has mediated about 20 multi-party disputes. Multi-defendant disputes have presented the greatest challenge because, although the defendants as a group may agree on the damages incurred by the plaintiff, they sharply disagree about their respective proportions of financial responsibility and contribution thereby making it very difficult to fund a settlement.

Years of Practice as a Mediator 21

Total Number of Cases Mediated 500

Mediation Experience as an Advocate or Party Was counsel to a financial institution in a mediation about a borrower's tort claim against the bank and an independent automobile reposessor. The case settled in mediation.

Mediation Philosophy I encourage counsel for parties to work together to identify documents that I should read before the mediation. I request pre-mediation statements from counsel (to be exchanged or submitted confidentially, as counsel determine among themselves). I require an initial joint session of all parties and counsel. I read all written submissions thoroughly before the mediation; I develop an agenda of issues that need to be addressed in the mediation. I allow counsel (or parties) to present their stories in an uninterrupted manner and then permit and encourage counsel to ask questions of one another in a non-adversarial way. I ask counsel to focus their advocacy on one another rather than on me. I ask risk analysis questions in caucus. If there appears to be an impasse, I will share my impressions of the case with counsel. I do not believe in continuing the mediation once it is clear that the parties have reached an impasse.

James R. Holbrook, Esq
126447

Mediation References E. Scott Savage, (801) 328-2200; Mary Anne Q. Wood, (801) 366-6060; Francis M. Wikstrom, (801) 532-1234.

Alternative Dispute Resolution Training Attended AAA Neutrals Conference, 2005; AAA Annual Arbitrator Update, 2002, 2005; AAA Arbitrator Ethics and Disclosure (ACE003), 2005; AAA Practical Tips for Dealing with Delay Tactics of Parties and Advocates (ACE004), 2005; Attended AAA Neutrals Conference, 2003; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2003; AAA Commercial Train the Trainer Course, 2000; AAA Employment Arbitrator Training, 1999; various other ADR trainings

Professional Licenses Admitted to the Bar: Utah, 1974; U.S. District Court, District of Utah, 1974; U.S. Court of Appeals, Tenth Circuit, 1977; U.S. Supreme Court, 1980.

Professional Associations Utah State Bar Association (Alternative Dispute Resolution Section, Past Commissioner); American Bar Association (Dispute Resolution Section); Federal Bar Association (Utah Chapter, Past President); American Arbitration Association (Past Board of Directors).

Education Grinnell College (BA, Phi Beta Kappa, Woodrow Wilson Honorary Fellowship-1966); Indiana University (MA, National Science Foundation Fellowship-1968); University of Utah (JD, article editor, Journal of Contemporary Law-1974).

Awards and Honors Master Mediator Qualification, and Primary Mediator Trainer Qualification from the ADR Director of the Utah Courts, 2003 Peter W. Billings Award for Outstanding Dispute Resolution Service from the Utah State Bar, 2002. Distinguished Service Award, Federal Bar Association, Utah Chapter, 1995; listed Army Commendation Medal for Valor, 1969; Bronze Star Medal, 1969; Woodrow Wilson Honorary Fellowship, 1966; Phi Beta Kappa, 1965.

Publications and Speaking Engagements "An ADR Journey to India," RES GESTAE 22-28, University of Utah S.J. Quinney College of Law, Autumn 2007; co-author, ADR EDUCATION IN LAW SCHOOLS, Mumbai, India: The American Center, 2007; "The Effects of ADR on Access to Justice in Utah," UTAH LAW REVIEW 1017-38, 2006; "Unifying Principles of Mediation: A Unified Field Theory of Mediation Using Distributive, Integrative and Transformative Negotiation Principles in Mediation," AAA HANDBOOK ON MEDIATION, Juris Publishing, pps. 1-16, 2006; "Mandatory Binding Arbitration of Medical Malpractice Claims in Utah," UTAH BAR JOURNAL, 2003; "The ABCs of Writing a Reasoned Award," PUNCHLIST, August-October 2002; "A Unified Field Theory of Mediation," ADR CURRENTS, 2002; "Mediation Advocacy in a Nutshell," UTAH BAR JOURNAL, 2000; co-author, "Court-Annexed Alternative Dispute Resolution," JOURNAL OF CONTEMPORARY LAW, 1995; "Checklist for Utah State Court-Annexed Arbitration," UTAH BAR JOURNAL, 1995; "Effective Lawyer Preparation and Participation in Mediation: From a Mediator's Perspective," UTAH BAR JOURNAL, 1994; co-author, "Resolving Disputes Through Mediated Negotiation," THE SAN FRANCISCO

James R. Holbrook, Esq.

126447

American Arbitration 11/16/2007 6:18 PM PAGE 12/022 Fax Server

ATTORNEY, 1990. Taught Mediation/Advanced Negotiation Law, 2002-07. Taught Arbitration Law, Fall 2007 and Fall 2005.

Hourly Mediation Rate \$300.00 Per Hour
Charges for study time at normal hourly rate. For travel outside Salt Lake County, charges for travel expenses and for travel time.

Citizenship United States of America

Locale Salt Lake City, UT

James R Holbrook, Esq.
126447

American Arbitration 11/16/2007 8:18 PM PAGE 13/022 Fax Server

5

Contact American Arbitration Association
6795 N Palm Avenue
2nd Floor
Fresno, CA 93704

telephone: 877-528-0880 facsimile: 559-490-1919

Francis J. Raucci, Esq.

Current Employer - Title Gough, Shanahan, Johnson & Waterman - Partner

Work History Partner, Gough, Shanahan, Johnson & Waterman, 1999-present; Adjunct Professor, MBA Program, University of Utah, 2002-present; Adjunct Professor, University of Montana MBA Program, 2002-present, 1981-84, 1972-76; Executive Vice President/Chief Labor Counsel/Senior Vice President/Assistant General Counsel, American Stores Company, 1989-99; Senior Vice President/General Counsel, Alpha Beta, 1986-89; Instructor, University of California, Fullerton, 1986-89; Executive Vice President/General Counsel, Buttrey Food & Drug, 1981-86; Adjunct Instructor, University of Great Falls, 1960-86; Corporate Vice President/General Counsel, Acme Markets, 1976-81; Adjunct Professor, St. Joseph's University MBA Program, 1977-81; Lecturer, Temple University School of Law, 1978; Vice President/Labor Counsel, Buttrey Food & Drug, 1968-76; Deputy County Attorney, Cascade County, Montana, 1966-68; Attorney, Scott, Linnell & Fillner, 1965-68.

General Experience Served as chief legal officer for the largest subsidiaries of second largest food and drug retailer in the United States. Managed or supervised the legal affairs in California, Pennsylvania, and 23 other state including trade regulations, risk management, insurance carrier coverage and claims issues, merger and acquisitions, commercial lease, lending and fee issues, governmental affairs, contract negotiations, and administration. Participated in the strategic planning of the affairs of the company. Completed the University of Utah Executive Development Program in 1974. Fellow of the University of Pennsylvania Fels Institute of Public Administration in 1978.

Experience as a Mediator 1.) Served as court-appointed mediator in largest class action to date in Montana, which included over 48,000 claimants, with damages claimed in excess of \$20 million; 2.) Served as a mediator appointed by the Montana Supreme Court (Rule 54) for complex cases, e.g. public employee bargaining issues, wrongful discharge etc.; and 3.) Serves as mediator/early settlement neutral for the U.S. District Court in complex cases, e.g. medical malpractice with claim of \$10 million.

Representative Issues Handled as a Mediator Class composition in medical class action; scope of damage and discovery in class action; benefit terms and coverage in ERISA claims, both individual and class action; and effect and scope of TRO in franchise litigation.

Multi Party Mediation Experience Experienced with a class action that involved 48,000 claimants, 17 lawyers and three insurance carriers and an ERISA class action with over 12,000

Francis J. Raucci, Esq.
147631

beneficiaries.

Years of Practice as a Mediator 10

Total Number of Cases Mediated 85

Mediation Experience as an Advocate or Party Participated in over 500 labor negotiations as chief labor counsel for private employer as well as mediation with governmental and private counsel in employment and commercial claims in 32 years of corporate practice

Mediation Philosophy The easy part is to state my philosophy as being "facilitative." However, my experience as a mediator leads to conclude that one must add an evaluative approach as well. When and to what extent the evaluation is given is a function of the particular situation. In my case, it is a tool to facilitate the settlement rather than a primary purpose of the process. In addition, it is primary to the process and success that the decision making, based on the consequences of those decisions be the parties rather than the counsel. Accordingly, despite the level of sophistication and experience in the process, I start all mediations with a direct review of the process with the parties, including their "ownership" of the result.

Mediation References Honorable Stephen McEwen, (610)565-9191; Lawrence F. Daly, lfdaly@garlington.com, (406) 523-2500; Gregory G. Smith, gregg@bigskylaw.com, (406) 453-8144; additional references available upon request.

Alternative Dispute Resolution Training Association of Attorney-Mediators, Mediation Training, 2007; AAA Arbitrator Ethics & Disclosure (ACE003), 2006; AAA Neutrals Conference, 2005, 2004; AAA Practical Tips for Dealing with Delay Tactics (ACE004), 2005; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2004; AAA Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001), 2003; Annual Arbitrator Update 2002; AAA Labor Arbitrator II Training: Advanced Case Management Issues, 2003; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2001; AAA Commercial Arbitrator Training, 1999; Philadelphia Bar Education Center, ADR Training, 1996; Academy of Attorney Mediators, Mediation Training, 1995.

Professional Licenses Admitted to the Bar: Montana, 1965; Pennsylvania, 1976; District of Columbia, 1987; U.S. District Court: District of Columbia; District of Pennsylvania; District of Montana; U.S. Court of Appeals: Third, Ninth, and District of Columbia Circuits; U.S. Supreme Court.

Professional Associations Montana Board of Personnel Appeals (Past Chair); California Employment Law Council (Board of Directors); American Bar Association (Section on Labor and Employment Law; Section on Torts and Negligence); College of Labor and Employment Lawyers, Inc.; District of Columbia Bar Association; Montana Bar Association (Certified Labor and

American Arbitration 11/16/2007 8:18 PM PAGE 15/022 Fax Server

Employment Lawyer, ADR Board); Philadelphia Bar Association; Montana Mediation Association (Board of Directors).

Education St Joseph's University (AB-1958); Georgetown University (JD-1965).

Publications and Speaking Engagements "The Pyramid-How to Build Diversity," Institute for International Research, 2000; "The Self-Evaluation Privilege after Stender," American Bar Association Section on Labor and Employment Law, December 1994; "Unfair Labor Practice and the Grievance Process," MONTANA ARBITRATOR'S QUARTERLY, 1986; "Grandfathered Bargaining Unit Supervisors and the Bargaining Obligation," PUBLIC EMPLOYEES LABOR RELATIONS DIGEST; "Teachers Evaluations and the Bargaining Obligation," PUBLIC EMPLOYEES LABOR RELATIONS DIGEST; DECISIONS OF MONTANA PERSONNEL APPEALS BOARD, Index of Decisions, 1974-81, 1983-86.

Hourly Mediation Rate \$200.00 Per Hour
Hourly rate includes study time, conference(s), hearing(s). No fee for travel. Expenses only.

Citizenship United States of America

Locale Helena, MT

Francis J. Raucci, Esq.
147631

2

Contact American Arbitration Association
6795 N Palm Avenue
2nd Floor
Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919

Lish Whitson, Esq

Current Employer Title Lish Whitson PLLC

Profession Attorney, Arbitrator, Mediator

Work History Attorney and Owner, Lish Whitson, PLLC, 2006-present; Of Counsel, Stokes Lawrence, P.S., 2003-06; Owner and Attorney, Lish Whitson PLLC, 2000-03; Of Counsel, Badgley-Mullins Law Group, 1998-00; Partner, Helsell Fetterman, 1976-98; Staff Attorney, The Defender Association, 1973-76; Teacher, Peace Corps in Afghanistan, 1965-67.

General Experience Twenty-eight years of experience as a trial attorney. Has represented plaintiffs and defendants in cases in state and federal court including individuals, small businesses, regional and national corporations, non-profit organizations, or public entities. The cases have been in the areas of contract disputes; breach of contract; covenants not to compete; business torts; business disputes; partnership disputes; intellectual property and trademark infringement; consumer class actions; commercial building, residential construction, and condominium defects; construction accidents; product liability; health care; medical malpractice; personal injury; employment discrimination regarding age, gender and race, and/or wage and hour, and sexual harassment; antitrust; insurance coverage disputes involving E&O, construction, auto, boat, plane, employment and environmental insurance and toxic clean up cases; and real estate disputes including condemnation/adverse possession, land slide damages, and boundary disagreements. Has served as an arbitrator and mediator for 20+ years in many of the same areas of law. He has frequently been chosen as a mediator after previous mediation attempts have failed.

Experience as a Mediator Served as a mediator for 20+ years. Mediated all types of business and tort matters including disputes involving motor vehicles (more than 20), construction accidents (more than 10), slip and fall, medical malpractice, product liability (5+), employment (5+), breach of contract, commercial and IP disputes (15+), trust and estate disputes, and insurance coverage disputes. The parties have been individuals, and national, regional, and small companies

Representative Issues Handled as a Mediator Handled issues with contract disputes were mostly focused on alleged breaches and in some cases the meaning of the words used in the contract and whether there was ever a meeting of the minds. Estate case issues dealt with disputes between family members over a disputed wills. Tort issues involved valuing damages and questions of comparative fault. Construction case involved issues over defects, mostly related to condominiums and commercial buildings and residential disputes over cost over runs and the quality of the work.

Lish Whitson, Esq
150847

Years of Practice as a Mediator 20

Total Number of Cases Mediated 100

Mediation Experience as an Advocate or Party Mediated cases for 20+ years as an advocate for defendants, plaintiffs, individuals, and corporations. Represented clients in contract disputes, IP disputes, tort actions (including motor vehicle accidents involving trucks, cars, motorcycles, and bikes), construction accidents, aviation accidents, medical malpractice, insurance disputes, and employment disputes.

Mediation Philosophy I believe a mediator must always be neutral and must diligently work to achieve a global settlement, even if it takes multiple attempts. I work with the parties to identify the strengths and weaknesses of their respective cases in an effort to ultimately find a mutually satisfactory resolution to the dispute. I do not arbitrate cases that I have previously mediated.

Mediation References Eugene Bolin, eugenebolin@mindspring.com, (206) 527-2700; Donald Carter, dwc@carterfultonlaw.com, (425) 258-3538; Richard Clinton Clinton.Richard@dorsey.com, (206) 930-8800.

Alternative Dispute Resolution Training Attended AAA Neutrals Conference, 2006, 2005, 2003; AAA Arbitrator Ethics and Disclosure (ACE003), 2006, 2005; AAA Dealing with Delay Tactics in Arbitration (ACE004), 2005; Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001); 2005, 2003; AAA Pro Se: Managing Cases Involving Self-Represented Parties (ACE002), 2003; AAA Arbitrator Update 2001; AAA Commercial Arbitrator II Training: Advanced Case Management Issues, 2002; AAA Arbitrator I Training: Fundamentals of the Arbitration Process, 2001; various other ADR training

Professional Licenses Admitted to the Bar: Washington, 1973; Oregon, 2002; US District Court: Western (1973) and Eastern (1976) Districts of Washington; U S Court of Appeals, Ninth Circuit, 1976; U S Supreme Court, 1977.

Professional Associations American Bar Association (Standing Committee on Medical Professional Liability; ABA Foundation, Fellow and Dispute Resolution, Litigation, Torts, GP and Law Practice Management Sections; House of Delegates representing Washington State Bar Association, Past Delegate; Lawyer Referral Service Committee, Past Chair; Commission on Women in the Profession; Task Force on the Definition of the Practice of Law, Past Chair; ABA/BNA Lawyers' Manual on Professional Conduct, Past Editorial Board Member); Washington State Bar Association (Local Rules Task Force, Chair; Disciplinary Hearing Officer; ADR Committee; Past Board of Governors; Judicial Recommendation Committee, Past Chair); King County Bar Association (Foundation Member; Lawyer Referral Committee; ADR Committee; Past Board of Trustees; Young Lawyers Section, Past President; Pro Bono Committee, Past Chair); Federal Bar Association for Western Washington (Court Liaison Chair); American College of Trial Lawyers (Fellow); American Board of Trial Advocates (National Board); American Judicature Society (Past

National Board Member); University of Washington School of Law Alumni Association (Past President).

Education Pennsylvania State University (BA, Philosophy-1965); University of Washington (JD-1972).

Awards and Honors One of top 20 "Super Lawyers" in Washington State, Washington Law and Politics 2001; Attorney of the Year 2000, King County Bar Association; "Super Lawyer" in 2000 in Mediation and Arbitration, Washington Law and Politics; 1993 Pro Bono Award, King County Bar Association.

Publications and Speaking Engagements Has lectured and given continuing legal education seminars over the last 25 years in the areas of ADR practice, trial practice, discovery, evidence, ethics and professionalism, and advocacy for women with breast cancer; among the sponsoring agencies have been the American Bar Association, the National Business Institute, the Washington State Bar Association, the King County Bar Association, the Washington State Trial Lawyers Association, the Washington Defense Trial Lawyers Association, Alaska Bar Association, Oregon Women Lawyers, and Southern University Law School; has prepared written materials for publication for most of the presentations.

Hourly Mediation Rate \$325.00 Per Hour
Hourly rate also charged for study and preparation time Cancellation Policy: \$620 if cancelled within 48 hours of mediation No charge for travel time.

Citizenship United States of America

Locale Seattle, WA

American Arbitration 11/16/2007 6:18 PM PAGE 1/022 Fax Server



American Arbitration Association

Dispute Resolution Services Worldwide

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
<http://www.adr.org>

DATE 11/16/2007 5:49:29 PM
TO David I. Maloof Esq.
COMPANY Maloof Browne & Eagan LLC
ADDRESS 914-921-1023
FROM Hilda Ibarra
NUMBER OF 3 (Including cover page)
PAGES
RE Case number: 75 174 00423 07
RECIPIENTS David I. Maloof Esq.; Todd L. Bunting

NOTES:

THIS FAX TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED OR OTHERWISE EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT OR THE PERSON AUTHORIZED TO DELIVER THIS FAX TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OF THIS FAX IS PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE (COLLECT) AND RETURN THE ORIGINAL FAX TO US BY FIRST CLASS MAIL AT THE ABOVE ADDRESS.

2401.03

MALOOF BROWNE & EAGAN LLC

DAVID T. MALOOF

411 Theodore Fremd Avenue, Suite 190
Rye, New York 10580
Telephone (914) 921-1200
Telecopier (914) 921-1023
E-mail: dmaloof@maloofandbrowne.com

Via Facsimile- 2 pages

November 20, 2007

American Arbitration Association
6795 N. Palm Avenue
2nd Floor
Fresno California
Tel: (877) 490-1878
Fax: (559) 650-8078

Attn: Hilda Ibarra-Medrano
Senior Case Manager

Re:	AAA Ref:	75 174 00423 07 HIIB
	Our Ref:	2401.03
	Claim Amount:	\$5,750,000.00
	Underwriters:	Underwriters at Lloyds & Other London Companies, Royal Sun Alliance Insurance Co., RLI Insurance Co., St. Paul Travelers Insurance Co., Great American Insurance Co., Mitsui Insurance Co., Tokio Marine Nichido & Fire Insurance Co., XL Insurance Co., Fireman's Fund Insurance Co., Astro (Baloise Insurance Co.), The Hartford Insurance Co. & Astro (Zurich Insurance Co.)

Dear Ms. Ibarra-Medrano:

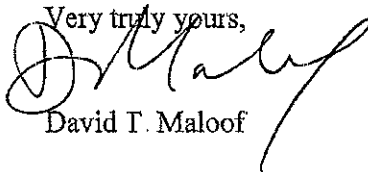
In response to your letter of November 16, 2007, on behalf of the above Underwriters, our order of preference is as follows:

1. Justice Robert F. Utter, Ret.
2. Lisa Whitson, Esq.
3. Gary M. Galton, Esq.
4. James R. Holbrook, Esq.
5. Francis J. Raucci, Esq.

We strongly prefer someone in the Seattle area as interpreting Washington law is the key issue.

EXHIBIT E

Thank you and best regards.

Very truly yours,

David T. Maloof

DTM/bm

cc: **Via Facsimile**
Mr. Todd L. Bunting
IMC Transportation Inc.
Fax: (515) 287-4695

FAWP-DOCS\2401 03\112007 Letter to AAA.doc

David Maloof

From: Hilda Ibarra [IbarraH@adr.org]
Sent: Tuesday, November 20, 2007 3:31 PM
To: toddb@annettholdings.com
Cc: David Maloof
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Thank you Mr. Bunting for your reply.

By copy of this message I am advising Mr. Maloof of your position. Mr. Maloof, how do you wish to proceed?

Hilda Ibarra-Medrano

Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarraH@adr.org

(Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M.-4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.)

From: toddb@annettholdings.com [mailto:todd@annettholdings.com]
Sent: Tuesday, November 20, 2007 8:48 AM
To: Hilda Ibarra
Subject: Case# 75 174 00423 07 Our File# C-19-07

Ms. Ibarra,

This will acknowledge receipt of the Request for Mediation faxed 11-16-07. We are under contract with Boeing with a specified release value of \$2.50 per pound. We are not agreeing to mediation at this time.

Sincerely,

Todd L. Bunting
EVP of Safety
TMC Transportation
515-974-3585

EXHIBIT F

3/4/2008

David Maloof

From: Hilda Ibarra [IbarraH@adr.org]
Sent: Wednesday, November 28, 2007 2:15 PM
To: David Maloof
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Good morning,

Yes, I have sent an invitation to serve as mediator to Justice Robert F. Utter. As soon as I receive his response with any disclosure or set of proposed dates I will send those to you both. Thank you.

Hilda Ibarra-Medrano

Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarraH@adr.org

Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.

From: David Maloof [mailto:Dmaloof@maloofandbrowne.com]
Sent: Monday, November 26, 2007 2:31 PM
To: David Maloof; Hilda Ibarra
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Ms. Ibarra - Please advise if AAA has notified the mediator and commenced the mediation.

Should Yellowstone continue to refuse to comply with its binding contractual obligation to mediate whether or not it was grossly negligent and therefore whether or not it is entitled to any limit of liability, which seems most unlikely, we may in fact file suit and seek a Court-order ordering them to mediate the issue in good faith.

Please therefore advise the current status.

Sincerely,

David T. Maloof
Maloof Browne & Egan LLC
411 Theodore Fremd Avenue
Rye, New York 10580
Telephone (914) 921-1200
Fax (914) 921-1023

EXHIBIT 6

3/4/2008

David Maloof

From: Hilda Ibarra [IbarraH@adr.org]
Sent: Friday, November 30, 2007 2:31 PM
To: David Maloof
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

I should have Justice Utter's reply early next week. Thank you.

Hilda Ibarra-Medrano

Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarrah@adr.org

(Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.)

From: David Maloof [mailto:Dmaloof@maloofandbrowne.com]
Sent: Wednesday, November 28, 2007 11:29 AM
To: Hilda Ibarra
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Fine, if he accepts and Yellowstone refuses to participate, we will obtain a court order ordering them to appear as contractually agreed and also awarding us our attorneys fees for having to take that step

Sincerely,

David T. Maloof

Malooof Browne & Eagan LLC
411 Theodore Fremd Avenue
Rye, New York 10580
Telephone (914) 921-1200
Fax (914) 921-1023

E-Mail: dmaloof@maloofandbrowne.com <<mailto:dmaloof@maloofandbrowne.com>>

This email contains information that is confidential, attorney-client privileged, attorney work-product and/or that is otherwise privileged or protected. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges. This email is sent on a without prejudice basis and all contents are subject to client approval before becoming binding.

-----Original Message-----

From: Hilda Ibarra [mailto:IbarraH@adr.org]

3/4/2008

Sent: Wednesday, November 28, 2007 2:15 PM
To: David Maloof
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Good morning,

Yes, I have sent an invitation to serve as mediator to Justice Robert F. Utter. As soon as I receive his response with any disclosure or set of proposed dates I will send those to you both. Thank you.

Hilda Ibarra-Medrano
Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarra@adr.org

Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.

From: David Maloof [<mailto:Dmaloof@maloofandbrowne.com>]
Sent: Monday, November 26, 2007 2:31 PM
To: David Maloof; Hilda Ibarra
Cc: toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Ms. Ibarra - Please advise if AAA has notified the mediator and commenced the mediation.

Should Yellowstone continue to refuse to comply with its binding contractual obligation to mediate whether or not it was grossly negligent and therefore whether or not it is entitled to any limit of liability, which seems most unlikely, we may in fact file suit and seek a Court-order ordering them to mediate the issue in good faith.

Please therefore advise the current status.

Sincerely,

David T. Maloof
Maloof Browne & Eagan LLC
411 Theodore Fremd Avenue
Rye, New York 10580
Telephone (914) 921-1200
Fax (914) 921-1023

E-Mail: dmaloof@maloofandbrowne.com <<mailto:dmaloof@maloofandbrowne.com>>

This email contains information that is confidential, attorney-client privileged, attorney work-product and/or that is otherwise privileged or protected. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges. This email is sent on a without prejudice basis and all contents are subject to client approval before becoming binding.

3/4/2008

-----Original Message-----

From: David Maloof
Sent: Tuesday, November 20, 2007 3:46 PM
To: 'Hilda Ibarra'; toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

The contract provides for mandatory mediation. TMC has breached the contract by refusing to provide mediator names. Therefore, please appoint the mediator that we selected. He can then set a place and time for the mediation.

Should TMC fail to appear, we will then ask AAA to immediately appoint a sole arbitrator from your list and we will ask him to issue an award of \$5,750,000 plus interest in our favor

Sincerely,

David T. Maloof
Maloof Browne & Eagan LLC
411 Theodore Fremd Avenue
Rye, New York 10580
Telephone (914) 921-1200
Fax (914) 921-1023

E-Mail: dmaloof@maloofandbrowne.com <<mailto:dmaloof@maloofandbrowne.com>>

This email contains information that is confidential, attorney-client privileged, attorney work-product and/or that is otherwise privileged or protected. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges. This email is sent on a without prejudice basis and all contents are subject to client approval before becoming binding.

-----Original Message-----

From: Hilda Ibarra [<mailto:ibarrah@adr.org>]
Sent: Tuesday, November 20, 2007 3:31 PM
To: toddb@annettholdings.com
Cc: David Maloof
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Thank you Mr. Bunting for your reply.

By copy of this message I am advising Mr. Maloof of your position. Mr. Maloof, how do you wish to proceed?

Hilda Ibarra-Medrano
Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarrah@adr.org

Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (pacific time). Please then delete the e-mail and any copies of it. Thank you.

From: toddb@annettholdings.com [mailto:todd@annettholdings.com]

Sent: Tuesday, November 20, 2007 8:48 AM

To: Hilda Ibarra

Subject: Case# 75 174 00423 07 Our File# C-19-07

Ms Ibarrah,

This will acknowledge receipt of the Request for Mediation faxed 11-16-07. We are under contract with Boeing with a specified release value of \$2.50 per pound. We are not agreeing to mediation at this time.

Sincerely,

Todd L. Bunting
EVP of Safety
TMC Transportation
515-974-3585

3/4/2008

-----Original Message-----

From: David Maloof
Sent: Tuesday, November 20, 2007 3:46 PM
To: 'Hilda Ibarra'; toddb@annettholdings.com
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

The contract provides for mandatory mediation. TMC has breached the contract by refusing to provide mediator names. Therefore, please appoint the mediator that we selected. He can then set a place and time for the mediation.

Should TMC fail to appear, we will then ask AAA to immediately appoint a sole arbitrator from your list and we will ask him to issue an award of \$5,750,000 plus interest in our favor.

Sincerely,

David T. Maloof
Maloof Browne & Eagan LLC
411 Theodore Fremd Avenue
Rye, New York 10580
Telephone (914) 921-1200
Fax (914) 921-1023

E-Mail: dmaloof@maloofandbrowne.com <<mailto:dmaloof@maloofandbrowne.com>>

This email contains information that is confidential, attorney-client privileged, attorney work-product and/or that is otherwise privileged or protected. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges. This email is sent on a without prejudice basis and all contents are subject to client approval before becoming binding.

-----Original Message-----

From: Hilda Ibarra [<mailto:IbarraH@adr.org>]
Sent: Tuesday, November 20, 2007 3:31 PM
To: toddb@annettholdings.com
Cc: David Maloof
Subject: RE: Case# 75 174 00423 07 Our File# C-19-07

Thank you Mr. Bunting for your reply.

By copy of this message I am advising Mr. Maloof of your position. Mr. Maloof, how do you wish to proceed?

Hilda Ibarra-Medrano
Senior Case Manager
American Arbitration Association
Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919
Email: ibarrah@adr.org

Confidentiality Notice: This e-mail communication (and/or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.

From: toddb@annettholdings.com [mailto:todd@annettholdings.com]

Sent: Tuesday, November 20, 2007 8:48 AM

To: Hilda Ibarra

Subject: Case# 75 174 00423 07 Our File# C-19-07

Ms Ibarrah,

This will acknowledge receipt of the Request for Mediation faxed 11-16-07. We are under contract with Boeing with a specified release value of \$2.50 per pound. We are not agreeing to mediation at this time.

Sincerely,

Todd L. Bunting
EVP of Safety
TMC Transportation
515-974-3585

3/4/2008

David Maloof

From: Hilda Ibarra [lbarraH@adr.org]
Sent: Wednesday, December 05, 2007 3:47 PM
To: David Maloof; toddb@annetholdings.com
Subject: AAA#75 174 423 07 Underwriters v TMC - Proposed dates
Importance: High

Dear Parties:

This will advise the parties that the Association has appointed Justice Robert F. Utter, Ret. to serve as mediator in the above-captioned matter. Justice Utter made no disclosure regarding the above captioned matter; therefore, his appointment is hereby confirmed. A copy of the signed Notice of Appointment is enclosed for your records.

Justice Utter is offering the following dates for the mediation conference:

December 28, 2007

January 28, 29, 30 and 31, 2008

February 1, 4, 5, 6, 7 and 8, 2008

The parties are requested to advise the undersigned of their availability on said dates on or before **December 10, 2007**. Absent a response we will assume all dates are deemed acceptable and the mediation conference will be scheduled accordingly.

Should you have any questions, please contact the undersigned directly.

<<423 NOA pdf>>

Hilda Ibarra-Medrano
Senior Case Manager
American Arbitration Association

Western Case Management Center
6795 North Palm Ave, 2nd Floor
Fresno, CA 93704
Phone 559.490.1878 Fax 559.490.1919

Email: ibarrah@adr.org

Confidentiality Notice: This e-mail communication (and or documents accompanying such) is confidential and is intended only for the individuals or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, please do not read, copy, use or disclose the contents of this communication to others. Please notify the sender that you have received this e-mail in error by replying to the e-mail or by telephoning 559-490-1878 during the hours of 8:30 A.M. - 4:30 P.M. (Pacific time). Please then delete the e-mail and any copies of it. Thank you.

EXHIBIT H

3/4/2008

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Mediation Between:

Re: 75 174 00423 07 HIIB
 Underwriters at Lloyds & Other London Companies
 Royal Sun Alliance Insurance Company
 RLI Insurance Company
 St. Paul Travelers Insurance Company
 Great American Insurance Company
 Mitsui Insurance Company
 Tokio Marine Nichido & Fire Insurance Company
 XL Insurance Company
 Fireman's Fund Insurance Company
 Astro (Baloise Insurance Company)
 The Hartford Insurance Company
 and Astro (Zurich Insurance Company)
 and
 TMC Transportation, Inc.

NOTICE OF APPOINTMENT

To: Justice Robert F. Utter, Ret.

You will not be able to serve until a duly executed Notice of Appointment is received and on file with the Association. Please review the attached *Disclosure Guidelines* and, after conducting a conflicts check, answer the following questions and complete the remainder of this Notice of Appointment:

- | | Yes | No |
|---|--------------------------|-------------------------------------|
| 1. Do you or your law firm presently represent any person in a proceeding involving any party to the mediation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Have you represented any person against any party to the mediation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Have you had any professional or social relationship with counsel for any party in this proceeding or the firms for which they work? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have you had any professional or social relationship with any parties or witnesses identified to date in this proceeding or the entities for which they work? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Have you had any professional or social relationship of which you are aware with any relative of any of the parties to this proceeding, or any relative of counsel to this proceeding, or any of the witnesses identified to date in the proceeding? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Have you, any member of your family, or any close social or business associate ever served as an mediator in a proceeding in which any of the identified witnesses or named individual parties gave testimony? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

RECEIVED TIME DEC. 4 12:49PM

7. Have you, any member of your family, or any close social or business associate been involved in the last five years in a dispute involving the subject matter contained in the case, which you are assigned?

☐ ☒

8. Have you ever served as an expert witness or consultant to any party, attorney, witness or other arbitrator identified in this case?

☐ ☒

9. Have any of the party representatives, law firms or parties appeared before you in past cases?

☐ ☒

10. Are you a member of any organization that is not listed on your panel biography that may be relevant to this mediation?

☐ ☒

11. Have you ever sued or been sued by either party or its representative?

☐ ☒

12. Do you or your spouse own stock in any of the companies involved in this mediation?

☐ ☒

13. Are there any connections, direct or indirect, with any of the case participants that have not been covered by the above questions?

☐ ☒

Should the answer to any question be "Yes", or if you are aware of any other information that may lead to a justifiable doubt as to your impartiality or independence or create an appearance of partiality, then describe the nature of the potential conflict(s) on an attached page.

Please indicate one of the following:

☒ I have conducted a check for conflicts and have nothing to disclose.

☐ I have conducted a check for conflicts and have made disclosures on an attached sheet.

MEDIATOR'S ACKNOWLEDGEMENT

I hereby affirm that the above information is true and accurate to the best of my knowledge, information and belief and further attest that I will faithfully and fairly serve as the mediator in this matter in accordance with the parties' agreement, the *Model Standards of Conduct for Mediators*, and the Mediation Procedures of the American Arbitration Association.

I attest that the mediator profile provided by the American Arbitration Association is accurate and complete.

Dated: 12/02/07

Signed: [Signature]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANNETT HOLDINGS, INC. d/b/a TMC
TRANSPORTATION, INC. and
YELLOWSTONE TRUCKING, INC.,

Plaintiffs,

v.

CERTAIN UNDERWRITERS AT
LLOYDS AND THOSE COMPANIES
SEVERALLY SUBSCRIBING TO
BOEING POLICY NUMBER
509/JC487006, RLI INSURANCE
COMPANY, GREAT AMERICAN
INSURANCE COMPANY, TOKIO
MARINE & NICHIDO FIRE
INSURANCE COMPANY, FIREMAN'S
FUND INSURANCE COMPANY,
ROYAL & SUN ALLIANCE
INSURANCE PLC, ST. PAUL FIRE &
MARINE INSURANCE COMPANY,
MITSUI SUMITOMO INSURANCE
COMPANY OF AMERICA, XL
SPECIALTY INSURANCE COMPANY,
THE BALOISE INSURANCE
COMPANY, LTD., HARTFORD FIRE
INSURANCE COMPANY, ZURICH
GLOBAL CORPORATE, UK LTD.,

Defendants.

CASE NO.: 08 C 1106 (JHL) (NRN)

DECLARATION OF TIMOTHY OWEN

I, TIMOTHY OWEN, upon a review of my case file, declare as follows:

1. I am employed by McLarens Young International ("McLarens") My position is Vice President. My offices are located in Lynnwood, Washington. I submit this

declaration in support of Defendants' Motion to Transfer this action to Washington. I make this declaration upon information and belief.

2. Defendants insured the Boeing jet engines at issue in this case, and McLarens adjusted the claim on behalf of the Defendant insurance companies. I am the person at McLarens most knowledgeable of the claim. I hired the surveyors to investigate the claims; communicated with the assureds regarding the damage and value of the cargo; reviewed and evaluated the numerous claim documents submitted concerning condition and value of the damaged cargo; and calculated and approved the amount payable to each of the assureds under the insurance policies.

3. Based on the information and documents in my file and upon my investigation and the investigation of counsel, the following personnel also are knowledgeable about this loss

4. Myself, as the insurance adjuster for this loss, located in Lynnwood, Washington

5. Mr. Mike Judkins, the Boeing Company's Supplier Program Manager, who is knowledgeable of the value of the jet engines that are the subject of this action, as well as the quantum of damage to said engines, and is located in Tukwila, Washington. I would expect that Washington is also where much of the damages documentation applicable to this loss would be located.

6. Mrs. Betty Ellen Messner, the operator of the Yellowstone Trucking, Inc. ("Yellowstone") truck when it flipped on Illinois Interstate 74, lives Oregon City, Oregon. Mrs. Messner will testify as to the circumstances surrounding the accident and her degree of care.

7. Mr. Michael Lee Messner, a passenger in the Yellowstone truck when it flipped on Illinois Interstate 74, lives in Oregon City, Oregon. Mr. Messner will testify as to the

circumstances of the accident and Mrs. Messner's degree of care.

8. I also point out that the Boeing-TMC Contract requires application of the law of the State of Washington.

9. Mr. Robert L. Cosentino, President of Cosentino Consulting, is located in located in Northern California (Red Bluff, California). Mr. Cosentino's firm has conducted an evaluation of the jet engines, and is an expert witness for Defendants as to damages to said jet engines.

10. Mr. Ronn McCaw, Surveyor and Adjustor for Charles Taylor Aviation, is located in Miramar, Florida. Mr. McCaw has conducted an inspection of the jet engines, and is a second expert witness for Defendants as to damages to said jet engines.

11. Officer Underwood, the Illinois State Police Officer who arrived at the scene of the subject truck accident, is located in Illinois.

I declare the foregoing is true and correct under the penalty of perjury of the laws of the United States.

Dated: Lynnwood, Washington
March 19, 2008


Timothy Owen